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FHA Case # 441-7215668

Loan # 0006672398

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 17th Day of August, 2005 between Tina D. Sloan & Joseph Walker ("Borrower(s)") and M&T Mortgage Corporation, One Fountain Plaza, Buffalo, NY 14203 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security Instrument") to M&T Mortgage Corporation, dated May 2, 2003 recorded May 7, 2003, in Book 5066, Page 5810 County of Philadelphia State of Pennsylvania (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located 6715 Haverford Avenue, Philadelphia, PA 19144 with the original principal balance of U.S. \$69,351.00, with pre-modification principal of U.S. \$68,774.32, the real property described set forth as follows:

SEE ATTACHED SCHEDULE 'A'

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Loan Documents):

1. As of August 1, 2005, the amount payable under the combined Loan Documents in U.S. \$77,601.14 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The maturity Date of the above referenced Note has been amended from June 1, 2033 to August 1, 2035 ("Maturity Date").
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.500% from August 1, 2005

initial: T.S.J.W

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

(a) Monthly payments of \$490.49 for the payments due from September 1, 2005 through and including August 1, 2035

If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this agreement, the borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at:

M&T Mortgage Corporation
P.O. Box 444, Buffalo, NY 14240-0444

or at such place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

Initials: T.S.J.W

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this agreement.

8. Borrowers hereby release and forever discharge Lender, its successors and assigns, predecessors, servicers, agents, employees, officers, directors, representatives, and attorneys from any and all claims, demands or liabilities, whether known or unknown, arising out of or in any way connected to Lender's servicing of Borrowers' loan to date.

BORROWER

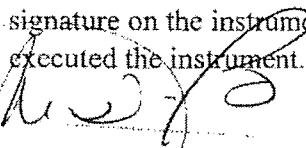


Tina D Sloan

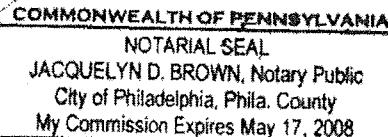
Resides at:
6715 Haverford Avenue, Philadelphia, PA 19144

State of Pennsylvania
County of Philadelphia

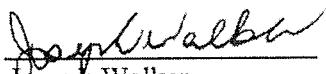
On the 17th day of August in the year 2001 before me, the undersigned, personally appeared Tina D Sloan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted executed the instrument.



Notary Public



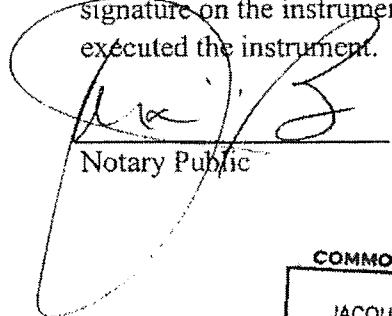
CO-BORROWER

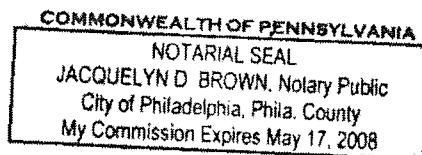

Joseph Walker

Resides at:
6715 Haverford Avenue, Philadelphia, PA 19144

State of Pennsylvania
County of Philadelphia

On the 17th day of August in the year 2001 before me, the undersigned, personally appeared Joseph Walker personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted executed the instrument.


Notary Public



LENDER

M&T Mortgage Corporation (Seal)

LENDER

By: Judith M. Palmer
Judith M. Palmer Banking Officer
M&T Mortgage Corporation
Residential Mortgage

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LENDER

State of New York

County of Erie

On the 31 day of Aug in the year 2005 before me, the undersigned, personally appeared Judith M. Palmer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Shannon E. Ormond

Notary Public

SHANNON E. ORMOND
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/26/2005

(PAGE 3 OF 3 PAGES)

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE on the North East side of Haverford Avenue at the distance of One Hundred Eighteen feet and Seven Hundred and One one-thousandths of a foot Northwestward from the Westerly side of Sixty-Seventh Street in the Thirty-Fourth Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Haverford Avenue Fifteen feet and extending of that width in length or depth Northward between parallel lines at right angles to the said Haverford Avenue Seventy feet to a certain Ten feet wide driveway leading Southeastwardly into Sixty-Seventh Street and Northwestwardly into a certain proposed Thirty feet wide Street.

BEING known as 6715 Haverford Avenue.

BEING as to Premises "A" which John N. Marconi, Executor of the Estate of John Marconi and heir and Annette DiMaio, an heir, by Deed dated 12/12/1986 and recorded in Philadelphia County on 4/10/1987 in Deed Book FH8 754 page 121, granted and conveyed unto Lorraine Franchi, an heir, in fee.

REGISTRY NO./PARCEL NO.: 64 N 12-40

BEGINNING at a point in the North side of a certain Ten feet wide driveway leading Southeastwardly into Sixty-Seventh Street and Northwestwardly into Flanders Road, at the distance of Eighty feet Northwardly from a point in the Northerly side of Haverford Avenue, which point is at the distance of One Hundred Thirty-Three and Seven Hundred One one-thousandths feet Westwardly from the Westerly side of Sixty-Seventh Street; thence extending along the North side of said Driveway South Seventy-six degrees, no minutes, Sixteen and Forty-four One-hundredths seconds East Fifteen feet to a point; thence extending Northwardly at right angles to Haverford Avenue Eight feet to a point; thence extending Westwardly parallel with Haverford Avenue, Fifteen feet to a point; thence extending Southwardly at right angles to Haverford Avenue Eight feet to a point in the North side of said driveway, the first mentioned point and place of beginning.

BEING known as Rear of 6715 Haverford Avenue.

BEING as to Premises "B" which John N. Marconi, Executor of the Estate of John Marconi and heir and Annette DiMaio, an heir, by Indenture bearing date the 12th day of December A.D., 1986 and recorded at Philadelphia in the Office for the Recording of Deed, in and for the County of Philadelphia on 10th day of April A.D., 1987 in Deed Book FH8 754 page 117, granted and conveyed unto Lorraine Franchi, an heir, in fee.

REGISTRY NO./PARCEL NO.: 64 N 12-88